UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

JOHN RAINMONDI, on behalf of himself and all	l
others similarly situated,	

Civil Case No.:

Plaintiff(s),

CIVIL ACTION

-against-

AMENDED CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

EDUCATIONAL CREDIT MANAGEMENT CORPORATION; TRELLIS COMPANY; CONDUENT, INC. d/b/a CONDUENT EDUCATION SERVICES and JOHN DOES 1-25,

Defendant(s).

Plaintiff, JOHN RAINMONDI, on behalf of himself and all others similarly situated (hereinafter "Plaintiff") by and through his undersigned attorney, alleges against the above-named Defendant, EDUCATIONAL CREDIT MANAGEMENT CORPORATION ("ECMC"), TRELLIS COMPANY ("TRELLIS"), CONDUENT, INC. d/b/a CONDUENT EDUCATION SERVICES ("CONDUENT") and JOHN DOES 1-25 their employees, agents, and successors (collectively "Defendants") the following:

PRELIMINARY STATEMENT

1. Plaintiff brings this action for damages and declaratory relief arising from the Defendant's violation of 15 U.S.C. § 1692 *et seq.*, the Fair Debt Collection Practices Act (hereinafter "FDCPA"), which prohibits debt collectors from engaging in abusive, deceptive and unfair practices.

JURISDICTION AND VENUE

- 2. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331. This is an action for violations of 15 U.S.C. § 1692 *et seq*.
- 3. Venue is proper in this district under 28 U.S.C. § 1391(b) because jurisdiction is not founded solely on diversity of citizenship and at least one of the Plaintiffs resides in this jurisdiction.

DEFINITIONS

4. As used in reference to the FDCPA, the terms "creditor," "consumer," "debt," and "debt collector" are defined in § 803 of the FDCPA and 15 U.S.C. § 1692a.

PARTIES

- 5. The FDCPA, 15 U.S.C. § 1692 *et seq.*, which prohibits certain debt collection practices provides for the initiation of court proceedings to enjoin violations of the FDCPA and to secure such equitable relief as may be appropriate in each case.
- 6. Plaintiff is a natural person, resides in Lumberton, New Jersey and is a "Consumer" as defined by 15 U.S.C. § 1692a(3).
- 7. ECMC has an office at 111 Washington Avenue South, Suite 1400, Minneapolis, Minnesota 55401.
 - 8. TRELLIS has an office at 301 Sundance Parkway, Round Rock, Texas 78681.
- CONDUENT has an office at 100 Campus Drive, Suite 200, Florham Park, New
 Jersey 07932
- 10. John Does 1-25, are fictitious names of individuals and business alleged for the purpose of substituting names of defendants whose identities will be disclosed in discovery and should be made parties to this action.

CLASS ACTION ALLEGATIONS

- 11. Plaintiff brings this action as a state-wide class action, pursuant to Rule 23 of the Federal Rules of Civil Procedure (hereinafter "FRCP"), on behalf of himself and all New Jersey consumers and their successors in interest (the "Class"), who were harmed by the Defendant's conduct in violation of the FDCPA, as described in this Complaint.
- 12. This Action is properly maintained as a class action. The Class is initially defined as:
 - All New Jersey consumers for whom Defendant(s) failed to communicate to any person that a disputed debt was disputed in violation of the FDCPA, 15
 U.S.C. § 1692 et seq. as set forth herein and all New Jersey consumers for whom Defendant(s) sent communications as described herein.
 - The class definition may be subsequently modified or refined. The Class period begins one year to the filing of this Action.
- 13. The Class satisfies all the requirements of Rule 23 of the FRCP for maintaining a class action:
 - Upon information and belief, the Class is so numerous that joinder of all
 members is impracticable because there are hundreds and/or thousands of
 persons who were harmed by the Defendant's conduct in violation of the
 FDCPA. Plaintiff is complaining about a standard conduct;
 - There are questions of law and fact which are common to the Class and which
 predominate over questions affecting any individual Class member. These
 common questions of law and fact include, without limitation:

- a. Whether the Defendants violated various provisions of the FDCPA including but not limited to:
 - 15 U.S.C. §§ 1692e; 1692e(2)(A); 1692e(2)(B); 1692e(6); 1692e(8); 1692e(10); 1692e(12); 1692f(1); 1692g(a) et seq. and 1692j.
- b. Whether Plaintiff and the Class have been injured by the Defendant's conduct;
- c. Whether Plaintiff and the Class have sustained damages and are entitled to restitution as a result of Defendant's wrongdoing and if so, what is the proper measure and appropriate statutory formula to be applied in determining such damages and restitution; and
- d. Whether Plaintiff and the Class are entitled to declaratory and/or injunctive relief.
- Plaintiff's claims are typical of the Class, which all arise from the same operative facts and are based on the same legal theories.
- Plaintiff has no interest adverse or antagonistic to the interest of the other members of the Class.
- Plaintiff will fairly and adequately protect the interest of the Class and has retained experienced and competent attorneys to represent the Class.
- A Class Action is superior to other methods for the fair and efficient adjudication of the claims herein asserted. Plaintiff anticipates that no unusual difficulties are likely to be encountered in the management of this class action.

- A Class Action will permit large numbers of similarly situated persons to prosecute their common claims in a single forum simultaneously and without the duplication of effort and expense that numerous individual actions would engender. Class treatment will also permit the adjudication of relatively small claims by many Class members who could not otherwise afford to seek legal redress for the wrongs complained of herein. Absent a Class Action, class members will continue to suffer losses of statutory protected rights as well as monetary damages.
- Defendants have acted on grounds generally applicable to the entire Class,
 thereby making appropriate final injunctive relief or corresponding
 declaratory relief with respect to the Class as a whole.

STATEMENT OF FACTS

- 14. Plaintiff is, at all times to this lawsuit, a "consumer" as that term is defined by 15U.S.C. § 1692a(3).
- 15. Upon information and belief, Defendants use any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts and/or regularly collect or attempt to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.
- 16. Each Defendant is a "Debt Collector" as that term is defined by 15 U.S.C. § 1692(a)(6).
- 17. Sometime prior to February 28, 2017, Plaintiff allegedly incurred financial obligations ("OBLIGATION") for which ECMC reported information to one or more credit reporting bureaus.

18. The basis of the OBLIGATION was for student loans secured through 1 or more

promissory notes on or about March 22, 1989.

19. The OBLIGATION arose out of a transaction, in which money, property,

insurance or services, which are the subject of the transaction, are primarily for personal, family

or household purposes.

20. Plaintiff incurred the OBLIGATION by obtaining goods and services which were

primarily for personal, family and household purposes.

21. Plaintiff did not incur the OBLIGATION for business purposes.

22. The OBLIGATION is a "debt" as defined by 15 U.S.C. § 1692a(5).

23. At some time prior to February 28, 2017, the OBLIGATION was placed with

ECMC for the purpose of collection.

24. At the time the OBLIGATION was placed with ECMC for the purpose of

collection, the balance was past due.

25. At the time the OBLIGATION was placed with ECMC for the purpose of

collection, the obligation was in default.

26. Plaintiff caused to be delivered to Defendant 2 letters dated February 28, 2017,

which were addressed to Defendant. **Exhibit A,** which are fully incorporated herein by

reference.

28.

27. The February 28, 2017 letters were sent to Defendant in connection with the

collection of the OBLIGATION.

The February 28, 2017 letters which were sent to the Defendant state in part:

RE: JOHN D. and AMY RAINMONDI

Original Creditor: Chemical Bank

Please be advised that I dispute the above debt.

RE: JOHN D. and AMY RAINMONDI

Original Creditor: East River Savings Bank

Please be advised that I dispute the above debt.

29. After the date of the dispute, Defendant knew or should have known that the credit information concerning the OBLIGATION would be communicated to creditors and other persons.

- 30. The credit information communicated to these creditors and other persons did not indicate that the OBLIGATION was disputed.
- 31. The credit information communicated to these creditors and other persons concerning the OBLIGATION was false.
- 32. On October 22, 2017, Plaintiff filed a lawsuit against ECMC alleging certain violations of the FDCPA.
- 33. Plaintiff caused to be delivered to ECMC a letter dated December 7, 2017, which again disputed the OBLIGATION. **Exhibit B**, which is fully incorporated herein by reference.
 - 34. By letter dated December 13, 2017, ECMC communicated directly with Plaintiff.
- 35. The December 13, 2017 ECMC letter was the first written communication from ECMC to Plaintiff and purported to be a "Validation of Debt".
- 36. The December 13, 2017 ECMC letter attached certain documents for Plaintiff's review: a loan summary, the promissory notes that were the basis of the OBLIGATION and transaction histories for the OBLIGATION. **Exhibits C, D and E,** which are fully incorporated herein by reference.
- 37. According to the promissory notes provided by ECMC, the loans were guaranteed by the New York State Higher Education Services Corporation ("NYSHESC").

- 38. According to the promissory notes provided by ECMC, in the event of default of the OBLIGATION, the lender would request that NYSHESC purchase the OBLIGATION.
- 39. According to information provided by one or more Defendant, the OBLIGATION went into default on October 6, 2012.
- 40. According to the promissory notes provided by ECMC, Plaintiff agreed to pay in the event of default, reasonable attorney's fees plus costs and other charges necessary to collect any amount not paid when due.
- 41. According to the loan summary provided by ECMC, the original guarantor of the OBLIGATION was Educational Credit Management Corporation and not NYSHESC.
- 42. According to the transaction histories provided by ECMC, collection costs were added to OBLIGATION in the amounts of \$743.74 and \$819.07 on January 13, 2017.
- 43. Thereafter, Plaintiff received a letter dated January 25, 2018 from CONDUENT purporting to be a "Validation of Debt" in connection with the OBLIGATION. **Exhibit F**, which is fully incorporated herein by reference.
- 44. The January 25, 2018 CONDUENT letter was the first written communication from CONDUENT to Plaintiff.
 - 45. The January 25, 2018 CONDUENT letter stated in part that:

Conduent Education Services ("Conduent") is the servicer of your loan, not a debt collector.

Once your loan(s) has been declared in default, your account(s) will be turned over to a debt collection agency for collection.

On October 6, 2012, your loan defaulted and was transferred to Trellis Company for servicing. Please direct all future inquiries to Trellis at 1-888-221-3262.

- 46. Thereafter, Plaintiff received a letter dated January 31, 2018 from CONDUENT purporting to be a "Validation of Debt" in connection with the OBLIGATION. **Exhibit G**, which is fully incorporated herein by reference.
 - 47. The January 31, 2018 CONDUENT letter stated in part that:

Conduent Education Services ("Conduent") is the servicer of your loan, not a debt collector.

Once your loan(s) has been declared in default, your account(s) will be turned over to a debt collection agency for collection.

On October 6, 2012, your loan defaulted and was transferred to ECMC for servicing. Please direct all future inquiries to ECMC at 1-888-221-3262.

- 48. The January 31, 2018 CONDUENT letter purported to enclose the "loan application and promissory note" which had been previously been provided by ECMC.
- 49. As the OBLIGATION defaulted on October 6, 2012, any subsequent collection activity by any entity other than the creditor is subject to the provisions of the FDCPA.

COUNT I FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. VIOLATIONS

- 50. Plaintiff, on behalf of himself and others similarly situated, repeats and realleges all prior allegations as if set forth at length herein.
- 51. Defendants violated 15 U.S.C. § 1692e of the FDCPA by using any false, deceptive or misleading representation or means in connection with their attempts to collect debts from Plaintiff and others similarly situated.
- 52. Defendants violated 15 U.S.C. § 1692e of the FDCPA in connection with Plaintiff and others similarly situated.

- 53. By improperly adding collection costs to the balance of the OBLIGATION, Defendants made a false representation of the character and amount of the OBLIGATION in violation of 15 U.S.C. § 1692e(2)(A).
- 54. By improperly adding collection costs to the balance of the OBLIGATION, Defendants made a false representation of any compensation which may be lawfully received by any debt collector for collection of a debt in violation of 15 U.S.C. § 1692e(2)(B).
- 55. By representing that Defendants were not debt collectors but instead servicers of the OBLIGATION, Defendants falsely represented or implied that the sale, referral or other transfer of any interest in the OBLIGATION would cause Plaintiff to lose any claim or defense to payment of the OBLIGATION or become subject to any practice prohibited by the FDCPA in violation of 15 U.S.C. §§ 1692e(6)(A) & (B).
- 56. By failing to communicate that the OBLIGATION was disputed to one or more of the credit reporting bureaus, Defendants engaged in a false, deceptive or misleading representation or means in connection with the collection of the debt.
- 57. Section 1692e(8) of the FDCPA prohibits a debt collector from failing to communicate to any person that a disputed debt is disputed.
- 58. Defendants violated 15 U.S.C. § 1692e(8) of the FDCPA by failing to communicate to any person that the OBLIGATION was disputed.
- 59. Defendants violated 15 U.S.C. § 1692e(8) of the FDCPA by failing to communicate to one or more of the credit reporting bureaus that the OBLIGATION was disputed.

- 60. By representing that Defendants were not debt collectors but instead servicers of the OBLIGATION, Defendants used or distributed a written communication which created a false impression as to its source, authorization or approval in violation of 15 U.S.C. § 1692e(9).
- 61. Section 1692e(10) prohibits the use of any false representation or deceptive means to collect or attempt to collect any debt.
- 62. By failing to communicate that the OBLIGATION was disputed, Defendant engaged in a false representation or deceptive means to collect or attempt to collect the debt.
- 63. By representing that Defendants were not debt collectors but instead servicers of the OBLIGATION, Defendants falsely represented or implied that accounts were turned over to innocent purchasers for value in violation of 15 U.S.C. § 1692e(12).
- 64. Defendants violated 15 U.S.C. §§ 1692f and 1692f(1) by adding and attempting to collect collection fees when said fees were not expressly authorized by the agreement creating the OBLIGATION or permitted by law.
 - 65. Section 1692g(a) et seq. of the FDCPA provides as follows:
 - (a) Notice of Debt; contents

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—

- 1. the amount of the debt;
- 2. the name of the creditor to whom the debt is owed;

- 3. a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;
- 4. a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of the judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and
- 5. a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.
- 66. The December 13, 2017 ECMC letter does not effectively state the amount of the debt, fails to provide the name of the creditor to whom the debt is owed and fails to provide the notices required by said section.
- 67. ECMC did not provide a written communication within five days after the December 13, 2017 letter which conveyed the information and notices required by 15 U.S.C. § 1692g(a) 1 through 5.
- 68. The January 25, 2018 CONDUENT letter does not effectively state the amount of the debt, fails to provide the name of the creditor to whom the debt is owed and fails to provide the notices required by said section.
- 69. CONDUENT did not provide a written communication within five days after the January 25, 2018 letter which conveyed the information and notices required by 15 U.S.C. § 1692g(a) 1 through 5.

- 70. The January 31, 2018 CONDUENT letter does not effectively state the amount of the debt, fails to provide the name of the creditor to whom the debt is owed and fails to provide the notices required by said section.
- 71. CONDUENT did not provide a written communication within five days after the January 31, 2018 letter which conveyed the information and notices required by 15 U.S.C. § 1692g(a) 1 through 5.
- 72. Congress enacted the FDCPA in part to eliminate abusive debt collection practices by debt collectors.
- 73. Plaintiff and others similarly situated have a right to free from abusive debt collection practices by debt collectors.
- 74. Plaintiff and others similarly situated have a right to have the Defendant abide by its obligations under the FDCPA and those specifically found at 15 U.S.C. § 1692e(8).
- 75. Plaintiff and others similarly situated have suffered harm as a direct result of the abusive, deceptive and unfair collection practices described herein.
- 76. Plaintiff has suffered damages and other harm as a direct result of the Defendants' actions, conduct, omissions and violations of the FDCPA described herein.
- 77. Defendant's failure to act as described herein caused harm to the credit of Plaintiff and others similarly situated.

WHEREFORE, Plaintiff demands judgment against Defendants as follows:

- (a) Declaring that this action is properly maintainable as a Class Action and certifying Plaintiff as Class representative and the undersigned attorney(s), as Class Counsel;
 - (b) Awarding Plaintiff and the Class statutory damages;
 - (c) Awarding Plaintiff and the Class actual damages;

- (d) Awarding pre-judgment interest;
- (e) Awarding post-judgment interest.
- (f) Awarding Plaintiff costs of this Action, including reasonable attorneys' fees and expenses; and
 - (g) Awarding Plaintiff and the Class such other and further relief as the Court may deem just and proper.

Dated: March 18, 2018

s/ Joseph K. Jones

Joseph K. Jones, Esq. (JJ5509) JONES, WOLF & KAPASI, LLC 375 Passaic Avenue, Suite 100 Fairfield, New Jersey 07004 (973) 227-5900 telephone (973) 244-0019 facsimile jkj@legaljones.com

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby requests a trial by jury on all issues so triable.

s/ Joseph K. Jones
Joseph K. Jones, Esq.

CERTIFICATION PURSUANT TO LOCAL RULE 11.2

I, Joseph K. Jones, the undersigned attorney of record for Plaintiff, do hereby certify to

my own knowledge and based upon information available to me at my office, the matter in

controversy is not the subject of any other action now pending in any court or in any arbitration

or administrative proceeding.

Dated: March 13, 2018

s/ Joseph K. Jones
Joseph K. Jones, Esq.

A

JOHN D. and AMY E. RAINMONDI



February 28, 2017

VIA FACSIMILE ONLY to (877) 645-7479 – One Page

ECMC 111 Washington Avenue South Suite 1400 Minneapolis, MN 55401-2108

RE: JOHN D. and AMY E. RAINMONDI

Original Creditor: East River Savings Bank

Dear Sir or Madam,

Please be advised that I dispute the above debt. I also request verification of same. The verification should include proof of the balance you claim is due, which should include a breakdown of that balance.

Lastly, you are notified to cease all further attempts to reach me via any telephone number you may have. Any such authorization that you believe you have is hereby revoked. All further communications shall be in writing only.

Very truly yours,

John D. and Amy E. Rainmondi

JOHN D. and AMY E. RAINMONDI



February 28, 2017

VIA FACSIMILE ONLY to (877) 645-7479 – One Page

ECMC 111 Washington Avenue South Suite 1400 Minneapolis, MN 55401-2108

> RE: JOHN D. and AMY E. RAINMONDI Original Creditor: Chemical Bank

Dear Sir or Madam,

Please be advised that I dispute the above debt. I also request verification of same. The verification should include proof of the balance you claim is due, which should include a breakdown of that balance.

Lastly, you are notified to cease all further attempts to reach me via any telephone number you may have. Any such authorization that you believe you have is hereby revoked. All further communications shall be in writing only.

Very truly yours,

John D. and Amy E. Rainmondi

В

Case 1:17-cv-08888-RMB-KMW Document 28 Filed 05/08/18 Page 20 of 38 PageID: 181

SRFAX

Fax Transmission Details

Transmission Result: Sent

Sender:

Time Sent: Dec 07/17 10:03 AM
To Fax#: 1 877-645-7479

Recipient Name:

Pages Sent:

Remote ID:

Duration:

20

Reason for Failure:

Account Code: 76334

JOHN RAINMONDI

December 7, 2017

VIA FAX 8776457479

ECMC 101 E. 5° St., Suite 2400 St. Paul, MN 55101

RE: John Rainmondi

Creditor: Chemical Bank, E. River Savings Bank

Alleged Amount Due: \$4233 \$3844

Dear Sir or Madam:

Please be advised that I dispute the above debt. I also request verification of same. The verification should include proof of the balance you claim is due, which should include a breakdown of that balance.

Lastly, you are notified to cease all further attempts to reach me via any telephone number you may have. Any such authorization that you believe you have is hereby revoked. All further communications shall be in writing only.

Sincerely yours,

John Rainmandi

JOHN RAINMONDI

December 7, 2017

VIA FAX 8776457479

ECMC 101 E. 5th St., Suite 2400 St. Paul, MN 55101

RE: John Rainmondi

Creditor: Chemical Bank, E. River Savings Bank

Alleged Amount Due: \$4233 \$3844

Dear Sir or Madam:

Please be advised that I dispute the above debt. I also request verification of same. The verification should include proof of the balance you claim is due, which should include a breakdown of that balance.

Lastly, you are notified to cease all further attempts to reach me via any telephone number you may have. Any such authorization that you believe you have is hereby revoked. All further communications shall be in writing only.

Sincerely yours,

John Rainmondi

C

ECMC

PO Box 84909, St. Paul, MN 55164-0909 P 651-221-0566 www.ecmc.org

December 13, 2017

John Raimondi

RE: ACCOUNT / LOANS: BALANCE: Validation of Debt 082 / 01, 02 58,184.53

Dear Mr. Raimondi:

Educational Credit Management Corporation (ECMC) is in receipt of your letter dated December 7, 2017, requesting validation of the ECMC-related loans appearing on your consumer credit report.

Enclosed please find the following documents:

- A loan summary listing the disbursement dates and amounts, and the date the default claim was paid for the loans ECMC is reporting.
- The promissory notes that are the basis of the loans.
- A complete transaction history for each loan showing all activity on your loans since
 the date of transfer. Please note the difference in the final Running Total and the
 Total Balance of each loan is due to interest accrual from the last posted interest date
 to the date this letter was sent. Also note, according to U.S. Department of Education
 regulations (34 C.F.R. § 682.404(f)), any payment received must be applied first to
 outstanding costs, second to incidental charges, then to accrued interest and any
 remainder to principal.

Pursuant to the Fair Credit Reporting Act, this letter provides the results of our investigation of your dispute. We have determined that our credit reporting for the above-referenced loans is accurate or we have updated the information with the national consumer reporting agencies (aka credit bureaus) to make it accurate. Be advised, federal law requires defaulted student loans be reported to the national consumer reporting agencies for seven years from the date of delinquency. See 15 U.S.C. § 1681c(a)(4) and 34 C.F.R. § 682.410(b)(5). Our records indicate your first date of delinquency was September 28, 2011. ECMC has requested the national consumer reporting agencies update the status of this tradeline to "Disputed." ECMC is not responsible for and has no control over whether or how long it takes for the national consumer reporting agencies to update your consumer credit report.

D

Person Id Date of Birth xx/xx/1970

SSN xxx-xx-8317 Borrower JOHN RAIMONDI Date Printed 12/13/2017



Projected Balance as of 12/12/2017

LN	Principal Balance	Interest Balance	Fees Balance	Prior Collection	Collection Costs	Total Balance	Interest Rate	Interest Rate Type	Per Diern
01	\$2,945.55	\$524.90	\$0.00	THE RESIDENCE OF SALES AND ADDRESS OF SALES	\$819.07	\$4,289.52	4.23%	Variable	
02	\$2,674.64	A CONTRACTOR OF THE REAL PROPERTY AND ADDRESS OF THE PARTY.	\$0.00	The best and the state of the s		\$3,895,01	4 55561	Variable	
and the second	\$5,620.19	\$1,001.53	\$0.00	A Personal Conference on the C	Commence of the State of the St	\$8,184.53			0.8509

Loan Details

LN	Loan Type	Sum Disb Amt	First Disb Dt	Guarantee Dt	Claim Type	Claim Pald Date	Claim Paid Amt	Curr Plc Agcy	Loan Status	Coll Status
01	Stafford_ Sub	\$2,625.00	11/21/1988	08/11/1988	Default	10/04/2012	\$2,945.55	ECMC MN	DF	Place
02	Stafford_ Sub	\$2,500.00	07/21/1989	07/06/1989	Default	10/04/2012	\$2,674.64	ECMC MN	DF	Place
-		\$5,125.00								

Loan Histories

LN	Transfer Dt	Transferring Agency	Current Lender	Current Servicer	Original Guarantor	Original Lender	Original School
01	N/A	N/A		ACS AFFILIATED	EDUCATIONAL CREDIT MANAGEMENT CORPORATION	CHEMICAL BANK C/O GERRI	SUBURBAN TECHNICAL SCHOOL
02	N/A	N/A	CHASE- JPMORGAN CHASE BANK N.A,	ACS AFFILIATED COMP SERV	EDUCATIONAL CREDIT MANAGEMENT CORPORATION	E RIVER SVNGS BNK DIV OF	SUBURBAN TECHNICAL SCHOOL

Collection Transaction History Report

 Prin Balance
 \$2,674.64

 Int Balance
 \$476.63

 Fee Balance
 \$0.00

 Prior Coll Costs
 \$0.00

 Collection Costs
 \$743.74

 Total Balance
 \$3.895.01

Borrow	er Id SS	N xxx-xx-8317	Name JOHN RAIMONDI	Loan # 02
1	Loan Type	SF-Subsidized I	Federal Stafford loan	
3	Interest Rate	4.23		
0	Rate Type	VARIABLE		
	Int Posted Dt	11/28/2017		

Activity Date	Posted Date	Batch Type	Tran Code	Src	Trans Amt	Principal	Interest	Fees Costs	Running Total
10/04/2012	10/04/2012		AC - Account Creation	S - System	2674.64	2674.64	0.00	0.00	2674.64
12/06/2012	12/07/2012		PI - Post Interest	S - System	15.41	0.00	15.41	0.00	2690.05
12/07/2012	12/07/2012		CT - Collection Costs Added	S - System	654.76	0.00	0.00	654.76	3344.81
12/07/2012	01/21/2013		CT1 - Collection Costs Reduction	S - System	-654.76	0.00	0.00	-654.76	2590.05
01/17/2013	01/21/2013		P1 - Post Interest	S - System	10.27	0.00	10.27	0.00	2700.32
01/18/2013	01/21/2013		CT - Collection Costs Added	S - System	657.26	0.00	0.00	657.26	3357.58
0630/2013	06302013		PI - Post Interest	S - System	40.11	0.00	40.11	0.00	3397.69
01/18/2013	01/19/2014		CT1 - Collection Costs Reduction	S - System	-657.26	0.00	0.00	-657.26	2740.43
01/16/2014	01/19/2014		PI - Post Interest	S - System	48.33	0.00	48.33	0.00	2788.76
01/17/2014	01/19/2014		CT - Collection Costs Added	S - System	678.78	0.00	0.00	678.78	3467.54
06302014	07/01/2014		PI - Post Interest	S - System	39.87	0.00	39.87	0.00	3507.41
01/17/2014	01/18/2015		CT1 - Callection Costs Reduction	S - System	-678.78	0.00	0.00	-578.78	2828.63
01/15/2015	01/18/2015		PI - Post Interest	S - System	47.80	0.00	47.80	0.00	2876.43
01/16/2015	01/18/2015		CT - Collection Costs Added	S - System	700.12	0.00	0.00	700.12	3576.55
6302015	07/01/2015		PI - Post Interest	S - System	-39.87	0.00	39.87	0.00	3616.42
11/16/2015	01/16/2016		CT1 - Collection Costs Reduction	S - System	-700.12	0.00	0.00	-700.12	2916.30
1/14/2016	01/16/2016		PI - Post Interest	S - System	47.41	0.00	47.41	0.00	2963.71
1/152016	01/16/2016		CT - Callection Costs Added	S - System	721.37	0.00	0.00	721.37	3685.08
630/2016 0	7/03/2016		PI - Post Interest	S - System	40.23	0.00	40.23	0.00	3725.31
1/152016 0	1,1152017		CT1 - Collection Costs Reduction	S - System	-721.37	0.00	0.00	-721.37	3003.94
NT22017 0	11152017		PI - Post Interest	S - System	51.57	0.00	51.57	0.00	3055.61
NT32017 0	1/15/2017		CT - Collection Costs Added	S - System	743.74	0.00	0.00	743.74	3799.35
6302017 0			Pi - Post Interest	S - System	44.55	0.00	44.55	0.00	3843.90
8022017 0			PI - Post Interest	S - System	10.22	0.00	10.22	0.00	3854,12
1/25/2017		THE PERSON NAMED IN	PI - Post Interest	S - System	36.55	0.00	36.55	0.00	3890.57

Collection Transaction History Report

 Prin Balance
 \$2,945.55

 Int Balance
 \$524.90

 Fee Balance
 \$0.00

 Prior Coll Costs
 \$0.00

 Collection Costs
 \$819.07

 Total Balance
 \$4,289.52

Borrower Id	SSN xxx-xx-8317	Name JOHN RAIMONDI	Loan # 01
Loan	Type SF-Subsidized I	Federal Stafford loan	
	Rate 4.23		1
Rate	Type VARIABLE		7
Int Poste	ed Dt 11/28/2017		

Activity Date	Posted Date	Batch Type	Tran Code	Src	Trans Amt	Principal	Interest	Fees Costs	Running Total
10042012	10/04/2012		AC - Account Creation	S - System	2945.55	2945.55	0.00	0.00	2945.5
12/06/2012	12/07/2012		PI - Post Interest	S - System	16.97	0.00	16.97	0.00	2962.5
12/07/2012	12/07/2012		CT - Collection Costs Added	S - System	721.08	0.00	0.00	721.08	3683.6
12/07/2012	01/21/2013		CT1 - Collection Costs Reduction	S - System	-721.08	0.00	0.00	-721.08	2962.5
01/17/2013	01/21/2013		PI - Post Interest	S - System	11.31	0.00	11.31	0.00	2973.8
01/18/2013	01/21/2013		CT - Collection Costs Added	S - System	723.83	0.00	0.00	723.83	3697.66
06/30/2013	06/30/2013		P1 - Post Interest	S - System	44.17	0.00	44.17	0.00	3741.83
01/18/2013	01/19/2014		CT1 - Collection Costs Reduction	S - System	-723.83	0.00	0.00	-723.83	3018.00
01/15/2014	01/19/2014		P1 - Post Interest	S - System	53.23	0.00	53.23		3071.2
01/17/2014	01/19/2014		CT - Collection Costs Added	S - System	747.54	0.00	0.00	747.54	3818.7
06/30/2014	07/01/2014		PI - Post Interest	S - System	43.91	0.00	43.91		3862.6
1/17/2014			CT1 - Collection Costs Reduction	S - System	-747.54	0.00	0.00		3115.1
1/15/2015	-		PI - Post Interest	S - System	52.64	0.00	52.64		3157.7
1/15/2015 0			CT - Collection Costs Added	S - System	771.04	0.00	0.00		3938.8
6302015 0			P1 - Post Interest	S - System	43.91	0.00	43.91		
1/16/2015 0			CT1 - Collection Costs Reduction	S - System	-771.04	0.00	0.00		
1/14/2016 0			PI - Post Interest	S - System	52.21	0.00	52.21		
	-		CT - Collection Costs Added	S - System	794.43	0.00	0.00		
1/15/2016 01			PI - Post Interest	S - System	44.30	0.00	44.30		1
330/2015 07			CT1 - Collection Costs Reduction	S - System	-794.43	0.00	0.00		-
115/2016 01			PI - Post Interest	S - System	56.90	0.00			-
112/2017 01				S - System	819.07	0.00		_	
1/13/2017 01	/15/2017		CT - Collection Costs Added	S - System	49.06	0.00		-	
330/2017 07	701/2017		PI - Post Interest	S - System	11.26	0.00			
302/2017 08	03/2017	AND DESCRIPTION	P1 - Post Interest	S - System	40.25	0.00	40.2	5 0.00	4254.
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12/13/2017

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Case 1:17-cv-08888-RMB-KMW Document 28 Filed 05/08/18 Page 30 of 38 PageID: 191 03/13/2017 11:12 From: WASHINGI LITTAVENUE, ALBANT, NEW YORK 12255 - sales at the back PRINT CAREFULLY PLETED BY STUDENT IMPORTANT TURN OVER AND READ INSTRUCTIONS CAREFULLY DEFORE COMPLETING HEBC USE ONLY 4. US Citizenship Status 1 Area Code/Phane Number 2. Birth date Alien Registration Number CUY the part has a first report of high har is the property of the beginning of the beauty provided the beauty 03 18 1 10 10 4 18 9 , M AEB 5 NO Are You Applying For (Chock One) (Fuen Raimondi John RECEIVED SLS(ALAS) ONLY GEL AND mannel New Atth REQUESTED LOW MOUNT AUG 1 0 1988 2625 STUDENI LOAN . . YOU 2 INO Name of State or Author Agency during this academic period Total Amount ower Ren Standy to secus to CSL SLS d the answer is yes complete thete both the transfer is no proceed to man 13 Newsylmon Adia Ratome Not Residing at almond 15 Name copioror - VA Emplayed Advances against this rate granted berounder will be made only upon my application and at such amos and in such amounts as authorized by tow. Upon approval of each loan advance I will be

11 Do you amony have a samen han guaranted by him York SLMOT (NYHEAC OF MYSHESC) How you reserved a Couranteed Student Lean or SLS(ALAS) Lean 13 Lender Name & Address REFERENCES - (REFERENCES MUST RESIDE IN THE UNITED STATES) SEE INSTRUCTIONS
NOW IN LANGUAGE RELIEF Promissory Note for a Student Loan Guaranteed by NYSHESC provided with a disclosure notice containing the arrays than advanced, the total advanced to date, the interest rate and other relevant terms. My signature certiles that I have read, understand and agree to the conditions and authorizations in the "Bordwer Configuration" printed on the reverse ada, L Promise to Pay 1, the undersigned borrower, promise to pay to the lending mishipion, indicated above, or to the holder(s) of this note when repayment becomes due as set forth in Paragraph II all sums advanced to me or lor my credit under this contract (herolnetter loan or loans) plus interest as set forth in Paragraph III and any other charges which may become due as provided in Paragraph VI II I laid to pay any of these amounts when they are due, I will pay all 130 charges and other costs including the tess of an outside attorney and court costs Sig that are parmitted by Federal law and regulations for the collection of this loan, which the holder(s) incur in collection this loan (See Paragraphs II, III VI on the other side) - FA3. NOTICE TO STUDENT. Terms of the Promissory Note continue on the raverse side PROGRAM COMPLETION SUBURBAN TECHNICAL SCHOOL TO BE COMPLETED BY SCHOOL 19 NAME OF SCHOOL 175 FULTON AVENUE ADDRESS Stroot HEMPSTEAD, 11550 no No. 21 SESENCE SELECTION 21 CENT 23 ACADENIC PERIOD OF LOAN (USO Nombers)
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Raimondi 6092674693 p.1 Case 1:17-cv-08888-RMB-KMW Document 28 Filed 05/08/18 Page 32 of 38 PageID: 193



January 25, 2018

John Raimondi

Re: Validation of Debt Account Number:

Dear John Raimondi,

We have received material that was forwarded to us to validate your debt. The Higher Education Act of 1965, as amended, governs how schools, lenders, servicers and guarantors administer the various federal student financial assistance programs.

Conduent Education Services ("Conduent") is the servicer of your loan, not a debt collector. By signing your loan application and promissory note, you agreed to the terms set forth in that note by your lender. You are obligated to repay the aforementioned student loan(s) in accordance with its terms. Once your loan(s) has been declared in default, your account(s) will be turned over to a debt collection agency for collection.

When collecting payments under the Federal Family Education Loan Program, Conduent, as the loan servicer, observes the "due diligence" requirements of federal regulations regardless of any contrary provision that might exist in the Fair Debt Collection Practice Act or under state law. This is intended to avoid a potential violation of such "due diligence" requirements that might jeopardize the loan guaranty if Conduent were to discontinue contacts with the borrower under such circumstances.

Conduent notifies you once again that the materials you have submitted to Conduent are not legally valid to discharge, settle, close or in any way affect your student loan obligations. By signing your loan application and promissory note, you agreed to the terms set forth in that note by your lender.

CES is currently working to obtain a copy of your signed agreement.

On October 6, 2012, your loan defaulted and was transferred to Trellis Company for servicing. Please direct all future inquiries to Trellis at 1-888-221-3262.

Sincerely,

Resolution Management Group Conduent Education Services

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Raimondi 6092674693 p.1

Case 1:17-cv-08888-RMB-KMW Document 28 Filed 05/08/18 Page 34 of 38 PageID: 195



PO 8ox 7051 Utica, NY 13504-7051 www.conduenteducation.com

January 31, 2018

John Raimondi



Re: Validation of Debt

Account Number:

47-1

Dear John Raimondi.

We have received material that was forwarded to us to validate your debt. The Higher Education Act of 1965, as amended, governs how schools, lenders, servicers and guarantors administer the various federal student financial assistance programs.

Conduent Education Services ("Conduent") is the servicer of your loan, not a debt collector. By signing your loan application and promissory note, you agreed to the terms set forth in that note by your lender. You are obligated to repay the aforementioned student loan(s) in accordance with its terms. Once your loan(s) has been declared in default, your account(s) will be turned over to a debt collection agency for collection.

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Conduent notifies you once again that the materials you have submitted to Conduent are not legally valid to discharge, settle, close or in any way affect your student loan obligations. By signing your loan application and promissory note (enclosed), you agreed to the terms set forth in that note by your lender.

On October 6, 2012, your loan defaulted and was transferred to ECMC for servicing. Please direct all future inquiries to ECMC at 1-888-221-3262.

Sincerely,

Resolution Management Group Conduent Education Services

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ADDITIONAL TERMS OF THE PROMISSORY NOTE FOR A STUDENT LOAN GUARANTEED BY NYSHESC

If DATE NOTE COMES DUE I will repay this loan it) in periodic installments during a relayer onliperiod that will by law begin no later than the end of my grace period on a SSL or immediately on an SSL lean (formerly ALAS). SILS loans will not be eight for a grace period or 2) in full immediately it I fail to exicil and attend the school which certified my application for the accessive period intended. 3) immediately in full, if this loan was made or guiranteed in arror or inarchance upon a later statement. My grace period on a SSL is that period of time which begins when either I leave school or stop carrying at the eligible school approved by the timede State Department of Education at least one ball the normal full time accelerate work load-sequend by life school. The Notice of toan Guarantee and Disclosure Statement will ideally the longith of my grace period if any Doring the grace period i may request that the grace period be shortened and the repayment period beginnerated.

grace period be shortened and the repayment period beginnerrief.

Itt. INTERIEST I agree to pay interest at the rate established by law on the unpaid principal balance from the day you advance the loan until paid in full, with the understanding half you want not attempt to collect from me any interest payable on my behalf by the state or federal governments. The loan disclosure statement which will be sent to me upon loan approval will identify the rate of interest and whether the government will pay any of it for me. I understand that this application may be used for both oSt, and StS libans, that the interest terms for fault loans are effected, and are determined according to the following rules established by faw 1). OST. If I have oSt fours currently outstanding, the interest rate will be the same as off my outstanding GSL loans currently outstanding, the interest rate on this loan will be 3%. If I have no GSL loans cutstanding and this loan is made for a period of enrollment beginning on or after July 1, 1988, the interest interest from 8% to 16% after the fourth year of the repayment period. 2) SLS (formerly ALAS). The interest rate on the SLS loan will vary annually on July 1, but it no avent will the rate exceed twelve percent. At the option of the fender either the amount of the manifyly payment or the length of the repayment period will be adjusted in order to teffect changes in the interest rate in subsequent. repayment period will be adjusted in order to reflect changes in the interest rate in subsequent years.

I will pay interest his part of my regular monthly payment, or quarterly or by capitalization during in-school aid determined periods if the government does not pay it for me. Capitalization means adding interest while its due to principal. If the government pays the interest while i am in school then it wall also pay the interest during periods of determent described under paragraph VIII of this note.

paragraph vin of this note.

IV ORIGINATION AND INSURANCE FEES I will pay you an origination lies on a GSL as authorized by federal law past to exceed the amount identified on the Notice of Loan Guarantee and Directosure Statement. I was pay to the lender an amount equal to the fee that the lender is required to pay to the goarantee agency to obtain insurance coverage on this ban if the feeder does not without this germann from the principal amount of the toan and it have not already paid the premium. I will pay the premium when the lender bits are separately for it. The origination has and the insurance premium may both be deducted from the proceeds of my loan. In the event of a multiple disbursament the insurance premium will be deducted accommonately. proportional sty

V. DEFAULT Default occurs when I lak to make an installment payment when due, or to meet other terms of the Apphication and Promissory Note, or under cricumstances where NYSHEGC tinds it reasonable to conclude that I no longer intend to honor the obligation to repay, provided that my labure parsits [or [a] 180 days if I repay in installments, or (b) 240 days if I am obligated to repay in installments due less frequently. If he fetalls, my leaner wat ask NYSHESC to purchase my loan, at which time I will own the egy-balance of the loan to INYSHESC directly, and I will be ineligible to receive assistance from my for the following federal programs. Poll Grant, Supplemental Educational Opportunity Grant, College Work Study, State Student Loans, Opplemental Educational Opportunity Grant, College Work Study, State Student Loans, Grant, Byrd Scholarship, Perkins Loan (formerly called traitional Direct Student Loans), Guaranteed Student Loans, Supplemental Student Loans, Student Loans, Student Contingent Loans of Consolidation Loans. INSHESC may disclose to schools I have attended or am currently attending the information about the default in the event hall bankingtory proceedings are commenced by or against me, I specifically agree to notify NYSHESC of such occurrence in writing within twenty [20] days of the fixing of a petition.

VI. DEFAULT AND LATE CHARGES. I agree to pay, in the event of default, reasonable alternay's fees plus costs and other charges necessary to collect any amount not paid when due III I lait to make a monthly payment within 10 days of its due date the fender may assess a falle charge not to exceed six cents for each dollar of each falle installment.

VII. ADDITIONAL AGREEMENTS. 1) The proceeds of this foan will be used only for my education expenses at the school indicated in Part B of my application, 2) Any notice required to be given to me will be effective when mailed by first class mail to the falest address you have for me, 3) Your failure to enforce or insist that I comply with any term of this Note Is and a waiver of your rights. No provision of this Note can be waived or modified except in writing, 4) It NYSHESC is required under its guarantee to repay my loan(s) because I have defaulted, NYSHESC will have all rights of the original lender to recover on the flote of under the guarantee; 5) I understand that I must repay this Note even though I may be under 13 a years of age; 5) II am unable to make the scheduled payments for reason of hardship, I may at the discretion of the lender be engible for forbearance on the repayment of my loan(s) as provided for in the NYSHESC regulations, 7) If I go into default on this loan I agree to be sued in Albany County. New York, 8) In this Note the words, (, me, and my mean the borrower identified in Item 7 of Part A of the Application. You, your and yours mean the lender and any other owner of the Note

VIII. DEFERMENT. You will let me pay interest only (if such interest is not paid by U.S. United States Government) and let me deter making principal payments on this Notace provided below it my repayment period has begun, Laminot in default, and I can provide your provider of the provider of th with written evidence that I qualify for the determent, I) While I am enrolled a) at a participating school in full time study as determined by that school however to obtain a determine to attend a school not located in the United States. I must be a citizen or national of the United States or b) in a graduate fellowship program approved by the Secretary of Education or c) in a rehabilitation training program for disabled individuals approved by the Secretary of Education, or d) as a full time student at an institution of higher education or vocational school which is operated by an agency of the United States Government. 2) For periods not exceeding Alegas for each of the following white I am at on active duty in the Armed Forces of the United Fides (Fits). or serving as an officer in the Commissioned Corps of the United States Public Health Service: or by serving as a Peace Corps volunteer or c) serving as a full time volunteer under Title I of

the Damestir Volunteer Service Act of 1973 (e.g. VISIA) or d) providing service as a full time volunteer for an organization exempt from Federal Income Tax under Section 501(c)(2) of the Internal Rovenue Goco of 1954, which the Secretary of Education has determined is comparable to service performed in the Peace Corns or ACTION program, of temporanty totalby disabled, as established by affidavd of a qualified physician, or if unable to work because I am providing care regulared by a spouse or another dependent who is temporanty totalby disabled, as established by affidavd of a qualified physician, 3) for a period not exceeding 2 years whose I am solving an felerating that is needed to gate professional recognition required to begin professional practice or service, 4) for a maximum aggregate of twenty foor months white I am canscient/sously seeking but unable to find full-lime employment in the United States, 5) for a period not in excess of six months for parental leave it I am new bot lower for a parador of enrollment beginning on or after they I, 1987, or a loan is discharged on or after they I, 1987, the following deforments are also available. I) While I am careded at a paradorphing school in at least half since study as determined by that school II lobalin a lean under Pan B of Title IV of the Higher Education Act during such pend of enrollment; 2) for periods not exceeding faire years during which I am [a) an active duty member of the Albumia Oceanic and Almospheric Administration Corps. or (6) Guring which I am engaged at a full-time leacher in a public or nonated toware elementary or accompany school in a least half suited for a paradorphic provides and who are compensated at a rate not in excess of the stable of the Albumia Oceanic area exalably that offers according to a security of the minimum wage prescribed by Section 6 of the Fair Labor Standards Act of 1933; 4) Periods not exceeding 2 years during which I am serving in a literaship or residency program loading the work force and who are compensa

instrument and my oblogition to begin timely repayment of principal and interest will set be increased and present instituting leader or NYSHESC error except upon consent of NYSHESC. The Repayment Schedule will require me to make monthly payments for a period of out less than 5 nor more than 10 years after this Note becomes due and counting periods for which 1 are granted any authorities deferment outlined in Dolemant Paragraph VIII, or forterance. At my option i may agree to a repayment period that is shorter than 5 years. Investor, I may of a later time have the repayment period excended so that the total payment period is not less than 5 years. On foans distursed on or after October 1, 1997 the (crial payments for any year of the repayment period on all foans received under hither fight 8 of the extended is not less than 5 years. On foans distursed on or after October 1, 1997 the (crial payments for any year of the repayment period on all foans received under hither fight 8 of the extended is not less than 5 years. On foans disturbed that not be less than 5000 period of some accordance of the repayment period on all foans received under hither foars are received interest if less than 5000 period of some accordance of the result in less than 5000 even though this may established to some accordance interest of this is not any payments for the purpose of the payments of the property of the payments of the payments

BORROWER CERTIFICATION.

I declare under penalty of law that the Information contained in Part A of this application is true, complete and correct to the best of my knowledge and belief and is made in good faith. I true, complete and correct to the dest of my knowledge and belief and is made in good faith. I hereby authorize the school to pay to the lender any cellurid which may be due me up to the amount of this toan. I further authorize any school that I may attend to release to the lending firstitorian, subsequent holder, NYSHESC, U.S. Department of Education, or their agents any requested information perhaps to this land to go imployment, emotivent status, current address). I application perhaps to the loan period covered by this application at the school named to Part B. I underwand that I must immediately spay asy refunds that I receive which cannot be a funded and that I must immediately spay asy refunds that I receive which cannot be a funded to method my educational expenses related to attendance at that the closure of the status of 1 further certify that I do not own a refund on a Peul Grant, supplementally of 1965, as amended I further certify that I do not own a refund on a Peul Grant, supplementally of 1965 as a member of 1 further certify that I do not own a refund on a Peul Grant, supplementally of 1965 as a member of 1 further certify that I do not own a refund on a Peul Grant, supplementally of 1965, as a member of 1 further certify that I do not own a refund on a Peul Grant, supplementally of 1 further certify that I do not own a refund on a Peul Grant, supplementally of 1 further certify that I do not own a refund on a Peul Grant, supplementally of 1 further certify that I do not own a refund on a Peul Grant, supplementally of 1 further certify that I do not own a refund on a Peul Grant, supplementally on a Peul Grant, supplementally of 1 further certify that I do not own a refund on a Peul Grant, supplementally of 1 further certify that I do not own a refund on a Peul Grant, supplementally of 1 further certified to the peul of 1 further certified 1 further certifie TENT OF

delauft on a Perkins Loan (Malional Breef Student Loan) or a Guaranteed Student Loan, or a Siderally insured Student Lozo or a PLUS or SLS:ALAS loan, income Contingent Loan or proposition to make any check for the Proceeds of my loan family payable to me and the school named in Part B of this application. unless I am attending a foreign school. In which tase the check will be made payable only to me. I have read and understand the "Statement of Borrower's Rights and Responsibilities" supplied with this application.

Penders State that I will receive a bolice of Loan Guarantee and Disclosure Statement that

"I lidentifies thy foon approint, the tee amounts duo dates, and grace people (VI); ()

TICE TO STRICENT: BY YOUR SIGNATURE ON THE OTHER SIDE OF THIS APPRICATION AND PROMISSORY NOTE YOU ARE AGREEING TO THE ABOVE TERMS AND CERTIFICATIONS.

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Promissory Note for a Student Loan	Guaranteed by MYSHESC	Advances against the mile again	ed Shire area.	iny upon my application and at suc	Γ -
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From:

ADDITIONAL TERMS OF THE PROMISSORY NOTE FOR A STUDENT LOAN GUARANTEED BY MYSHESC

If DATE NOTE COMES DUE I will repry this toon 1) in periodic installments during a repayment period that will by law brown no late, than the end of my grace period on a GSU or immediately on an SES foan (formerly ALAS), SES loans will not be exploit for a pince period or 3) in full immediately if I fail to entoll and attend the school which certified my application for the academic period intended 3) immediately noted, if this loan was made or guaranteed in error or in reliance upon a lates statement. My prace period on a GSU is that period of time which begins whom either I leave school or rion carrying at an elopible school approved by the United States Department of Education at least one has the promise full-time academic work toat required by the school. The Notice of Loan Guarantee and Disclosure Statement will identify the length of dry grace period if my Danne the period begin earbor.

grace period be shortened and the repay sent period begin earlier.

INTEREST, I agree to pay interest at the role established by law on the unipaid principal balance from the day you advance the loan unid paid in full, with the understanding that you will not attempt to collect from the analystic payable on my behalf by the state or lederal governments. The loan disclosure strament which will be sent to the upon loan oppositional will identify the role of interest and when are the government will pay my of it for the 1 understand that this application may be used for both GSL and SLS loans, that the interest terms for such towns are different, and part determ need according to the following roles established by low 1). GSL it have GSL loans currently obtaining the intensit rate will be the same as coney outstanding GSL tolans (7%, 8% or 9%). It have no GSL tolans custanding, the interest rate on this tolan is made if it is not set and made to an in a cone of the formal will be shall be the same as coney outstanding. The interest rate of the fourth year of the for symbol period 2) SLS (formerly ALAS). The other strate on the SLS (can will vary annually or Joby 1 but in no event with the rate exceed twelves precent. At the option of the planter or are the amount of the manifoly payment or the length of the repayment certical as pall of the repayment certical as pall of the repayment or only love and information or position of the planter of the role of the repayment or the length of the repayment or only only interest as pall of any regular monthly payment, or quarterly or by capitablished.

I will pay interest as paid of my regular monthly payment, or quarterly or by capitalization during in school and deferment periods if the government does not pay it for me. Capitalization means adding interest which is due to principal. If the government pays the interest which am in school, then it will also pay the interest during periods of determent described under

paragraph vittor that sole

IV ORIGINATIC IV AND INSURANCE FEES I will pay you an origination fee on a
SSL as authorized by federal law not to exceed the amount identified on the Notice of Lean
Guarantee and Or housire Statement. I wall pay to the lender an amount equal to the see that
the tender is red in pay to the guarantee agency to obtain insurance coverage on this
tion. If the lender it case not withhold this premium from the principal amount of the loan and I
have not already paid the premium, I will pay the premium which the fender bits me separately
for it. The one hallon fee and the insurance premium may both be deducted from the proceeds
of my loan. If the event of a multiple disbursement the insurance premium will be deducted
proportionally.

Proportional by

V. DEFA JLT Default occurs when I fail to make an installment payment when due, or to meet other terms of the Application and Promissory Note, or under organisances where NYSHES finds of Ossociation for Confidences of the Application of Promissory Note, or under organisances where NYSHES finds of Ossociation of Statements or the Application of the Applica

event that bankrustcy proceedings pro comprehensity of Camela (ve. 1 specifically agree to notify MYSHESC of such occurrence in writing within the beyond the illumination of a petition.

VI. DEFAULT AND LATE CHARGES 1 and to pay in the event of default reasonable attorney's fees plus costs and other charges in cessary to collect any amount not paid when due. If I fail to make a mobility payment within 10 days of us due date the fenciliary assess a late charge not to exceed sor cents for each plan 10 days of us due date the fenciliary assess a late charge not to exceed sor cents for each plan with white with the ferror later to make a mobility payment within 10 days of us due date the form may assess a late charge on to exceed sor cents for each plan with a may be used to the required to be given to make be effective. Per may a first class of in the first plan you have for may 10 your failure to enforce the industry of an apply with an legal plan withing 40 to work for make the provision of the provision of the pay and a first plan of the pay and a payment of your rights. We provise the provision of the payment of of the payme

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the Domestic Volunteer Service Act of 1973 (a.g. VISTA) or d) providing service as a foil time volunteer for an original about exempt from Federal Income has under Section 501(c)(0) of the Intimal Revenue Dode of 1954 which the Secretary of Education has determined in comparable to service performed in the Peace Corps or ACTION program, e) temporarily totally disabled to service performed in the Peace Corps or ACTION program, e) temporarily totally disabled as established by altidate of a qualified physician, or i) unable to work because I am providing care required by a spouse or another dependent win is temporarily totally desabled as established by altidated of a qualified physician, 0) for a peniod not exceeding 2 years white I am Serving an internation that I is needed to gain professional recognition required to begin professional practice or service 4) for a maximum aggregate of temply for menths white I am considerable yeaked or service 4) for a maximum aggregate of temply for menths white I am considerable yeaked or or after July 1, 1987, or a loan is disbursed on or after July 1, 1987, in a following determines are also available. I) White I am enrolled at a porticipating school in at least half-time study as determined by that chool III following and under Part 8 of 100 Profession for the Higher Education Act during such period of enrollment, 2) for period so not exceeding three years during which I am agranged as a full-time teacher to a public or meniprofic provide elementary or secondary school in a leacher shortage are established by the Linked States Secretary of Education, 3) for a period at la recess of twelve months for methers of pre-school age children entering or re-element the work force and who are compensated at a rate not in excess of \$1.00 more than the multium wayed prescribed by Section 6 of the Far Labor Standards Act of 1936, 4) Perfects ool exceeding 2 years during which I am serving in an internation or residency program leading to a degret or certificate awarded by an instituti

03/13/2017 11:13

ix REPAYMENT i will repay the total amount of this provided note with interest in periodic installments unless the whole loan becomes report playing as described in Paragraph (ii). Date Note Comes due "or Paragraph () Described in the second of the Paragraph () Described in Described in Paragraph () Described in Des

test than \$800 year INGUIT the may along result in a repayment period aborter than 5 years.

X. PREPAYMENT. I may, along explay add without penalty, prepay all or may part of the principal or azorod interest of this load at any time. If I do so, I will be entitled to sureby of the principal or azorod interest that I have paid.

XI. CREDIT BUREAU NOTIFICATION. Possonationally geometric reports the following information conforming that that is part and the restillation palatics of the loads. 2) Information concerning the date and amount of any detault and subsequent resecution activity including the status of any detault and subsequent resecution activity including the status of any detault and subsequent resecution activity including the status of any detault along the status of any detault and subsequent resecution activity including the status of any detault and subsequent respection activity including the status of any detault are subsequent of the formation and activity and side activity and side of the control of the status and the detault will be disclosed to acted the early me at least 30 days in advance that information about the detault will be disclosed to acted the early organizations, unless [entre left programment as the internation which be disclosed to credit dureau organizations, unless I enter into repayment on the loan within the 30 days. S) the date of cancellation of the loan for any reason established by law for such concellation including death, permanent and total disability, and bankruptcy. The tender must provide a timely response to a request from any credit bureau organization regarding objections. I might raise with that organization about the accuracy and completion of information reported

BORROWER CERTIFICATION.

I declare under penalty of law that the information contained in Part A of this application is ling, complete and correct to the best of my knowledge and beart and is made in good lach. I hereby authorize the school to pay to the lender any religit which may be due me up to the amount of this loan. I just of authorize any school that I may altend to release to the lending institution, subsequent holder, RYSHESC, U.S. Department of Education, or their agents any Institution, spesigners notice, thraneout to be department or concases, or took agents any requested information perfused to this loan (e.g. employment, concliment status, concern address). Fagree that the proceeds of any loan made as install of its application will be used for educational expenses for the loan period conerty by this application at the school point in Part B; it understand that I must immediately upply any refunds that I recome which cunnot reasonably be altifluided to meeting my educational expenses related to attendance at that school for the loan period student in I'em 23 of this application or make agent when the school for the loan period at the second student in I'em 23 of this application or make a figure and the loan manufacture are recorded to the second student of the loan maximum aurust or aggrégate (c.m. umounts established by Port B of Title Hy of the Higher Education Act of 1905, as amended, I further chitry that I do not our are bod on a Pell Grand Suparemental Grant or State State at Incentive Grant or By A. Whiteship and I am sat you to default on a Perfors Living (Raucha Origes Strate it Lovinger a Gaphanteel State it Long or a Eccently toppied Student Loop of a PLUS of Suindles you income Compact to in an Concernation to an interest of a more than the first and the more explicitly the concernation to an interest of the concernation that the concernation is a first property of the concernation in the concernation is a first property of the concernation is a first property of the concernation is a first property of the concernation of the concerna የሆያውቸው ያለምነት የ \$ 10 ነሳር የሌና ን

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